



Document 2012 3018

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Recorded: 10/8/2012 at 1:15:57.0 PM

Fee Amount: \$22.00

Revenue Tax:

LISA SMITH RECORDER

Madison County, Iowa

INDX ✓
ANNO ✓
SCAN
CHEK

[Space Above This Line for Recording Data]

Reference: 141869611551516

Account: XXX-XXX-XXX6021-1998

Recording requested by: LSI

When recorded return to :

Custom Recording Solutions

5 Peters Canyon Road Suite 200

Irvine, CA 92606 1479 7542

800-756-3524 Ext. 5011

This Instrument Prepared by:

Barbara Edwards

Wells Fargo

P.O. Box 4149 MAC P6051-019

Portland, OR 97208-4149

1-800-945-3056

APN/Parcel Number: 520 520100520040000 00

Full Legal Description: See attached Exhibit A

Related Document: See Page 2

**SUBORDINATION AGREEMENT FOR
LINE OF CREDIT MORTGAGE**

Effective Date: 8/13/2012

Owner(s): JOHN C SCOTT
LORA S SCOTT

Current Lien Amount: \$25,000.00.

Senior Lender: Wells Fargo Bank, N. A.

Subordinating Lender: Wells Fargo Bank, N.A.

If Wells Fargo Bank, N.A. is subordinating to Wells Fargo Bank, N.A., this document is notice that the lien securing the loan or line of credit serviced by the Wells Fargo Bank Home Equity Group is subordinated to the first lien loan being originated or modified by the Wells Fargo Home Mortgage Group.

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Property Address: 2213 HOLLIWELL VALLEY COURT, WINTERSET, IA 50273

THIS AGREEMENT (the "Agreement"), effective as of the Effective Date above, is made by and among the Subordinating Lender, Owners and the Senior Lender named above.

JOHN C SCOTT AND LORA S SCOTT, HUSBAND AND WIFE AS JOINT TENANTS WITH FULL RIGHT OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON (individually and collectively the "Owner") own the real property located at the above Property Address (the "Property").

The Subordinating Lender has an interest in the Property by virtue of a Line Of Credit Mortgage (the "Existing Security Instrument") given by the Owner, covering that real property, more particularly described as follows:

See Attached See Exhibit A

which document is dated the 12th day of September, 2006, which was filed in Book 2006 at page 4023 (or as No. 2006 4023) of the Records of the Office of the Recorder of the County of MADISON, State of Iowa. The Existing Security Instrument secures repayment of a debt evidenced by a note or a line of credit agreement extended to JOHN C SCOTT and LORA S SCOTT (individually and collectively "Borrower") by the Subordinating Lender.

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$172,077.00 (the "New Loan or Amended Loan"), provided that the New Loan or Amended Loan is secured by a first lien mortgage on the Property (the "New Security Instrument") in favor of the Senior Lender. If the New Loan or Amended Loan exceeds this amount, the Subordination Agreement is VOID.

The Subordinating Lender is willing to subordinate the lien of the Existing Security Instrument to the lien of the New Security Instrument under the terms set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the above recitals, the covenants herein contained, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

A. Agreement to Subordinate

Subordinating Lender hereby subordinates the lien of the Existing Security Instrument, and all of its modifications, extensions and renewals, to the lien of the New Security Instrument. This Agreement is effective as to any sum whose repayment is presently secured or which may in the future be secured by the Existing Security Instrument.

B. General Terms and Conditions

Binding Effect – This Agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto and all of those holding title under any of them.

Nonwaiver – This Agreement may not be changed or terminated orally. No indulgence, waiver, election or non-election by New Lender or the trustee(s) under the New Security Instrument or related documents shall affect this Agreement.

Severability – The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions of this Agreement.

Order ID: 14797542
Loan No.: 0348501677

**EXHIBIT A
LEGAL DESCRIPTION**

The following described property:

Lot Four (4) of Holliwel Valley Subdivision, located in the Northeast Quarter (1/4) of Section Five (5), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa.

Assessor's Parcel Number: 52010520040000 00